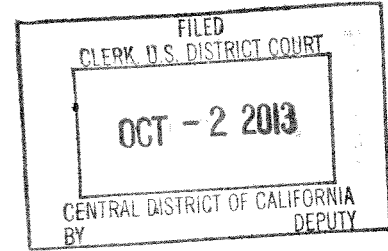


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Attorneys for Plaintiffs, CARPENTERS SOUTHWEST
 ADMINISTRATIVE CORPORATION and BOARD OF
 TRUSTEES FOR THE CARPENTERS SOUTHWEST TRUSTS

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA
 WESTERN DIVISION

CARPENTERS SOUTHWEST
 ADMINISTRATIVE CORPORATION,
 a California non-profit corporation;
 and BOARD OF TRUSTEES FOR
 THE CARPENTERS SOUTHWEST
 TRUSTS,

Plaintiffs,

v.

NO SUNG PAK, individually and doing
 business as PAK'S CABINET, a sole
 ownership, also known as PAK'S
 CABINETS; AMERICAN
 CONTRACTORS INDEMNITY
 COMPANY, a California corporation;
 and DOES 1 through 10, inclusive,

Defendants.

CASE NO.

COMPLAINT FOR:

1. DAMAGES FOR FAILURE TO
 PAY FRINGE BENEFIT
 CONTRIBUTIONS; and
2. DAMAGES FOR FAILURE TO
 PAY CONTRACTOR'S
 LICENSE BOND

JURISDICTION

1. This is a civil action 1) to recover fringe benefit contributions and
 liquidated damages, and 2) to recover on a contractors license bond. This action
 arises and jurisdiction of the court is founded on section 301 of the

1 Labor-Management Relations Act of 1947, as amended ("LMRA"), 29 U.S.C.
 2 §185a, and Sections 502 and 515 of the Employee Retirement Income Security Act
 3 of 1974, as amended ("ERISA"), 29 U.S.C. § 1132 and 1145. The court has
 4 jurisdiction over the Second Claim for Relief pursuant to its supplemental
 5 jurisdiction under 28 U.S.C. §1367 .

6 **PARTIES AND OTHERS**

7 2. CARPENTERS SOUTHWEST ADMINISTRATIVE
 8 CORPORATION, a California non-profit corporation ("CSAC") is a non-profit
 9 corporation duly organized and existing under and by virtue of the laws of the State
 10 of California. CSAC's principal place of business is in the County of Los Angeles,
 11 State of California.

12 3. At all relevant times herein, the BOARD OF TRUSTEES FOR THE
 13 CARPENTERS SOUTHWEST TRUSTS were and now are fiduciaries and are duly
 14 authorized and acting trustees of those ERISA Trust Funds defined in paragraph
 15 six.

16 4. CSAC and BOARD OF TRUSTEES FOR THE CARPENTERS
 17 SOUTHWEST TRUSTS are also authorized agents to act on behalf of the
 18 remaining Funds and entities (defined in paragraph nine) with respect to these
 19 delinquencies. CSAC and BOARD OF TRUSTEES FOR THE CARPENTERS
 20 SOUTHWEST TRUSTS are sometimes collectively referred to as "PLAINTIFFS."

21 5. The true names and capacities, whether individual, corporate,
 22 associate, or otherwise, of defendants named herein as DOES 1 through 10, are
 23 unknown at this time to PLAINTIFFS. PLAINTIFFS therefore sue the defendants
 24 by such fictitious names, and PLAINTIFFS will amend this complaint to show their
 25 true names and capacities when the same has been ascertained. PLAINTIFFS are
 26 informed and believe and thereon allege that each of the fictitiously named
 27 defendants is responsible in some manner for the occurrences herein alleged, either
 28 through its own conduct, or through the conduct of its agents, servants and/or

1 employees, or in some other manner as yet unknown, and that PLAINTIFFS'
2 damages as herein alleged were proximately caused by those defendants.

3 6. At all relevant times Southwest Carpenters Health and Welfare Trust,
4 Southwest Carpenters Pension Trust, Southwest Carpenters Vacation Trust, and
5 Southwest Carpenters Training Fund, were and are express trusts which exist
6 pursuant to section 302 of the LMRA, 29 U.S.C. §186, and multiemployer plans
7 within the meaning of section 3 of ERISA, 29 U.S.C. §1002.

8 7. At all relevant times the Construction Industry Advancement Fund of
9 Southern California, the Residential Housing Contract Administration Trust Fund,
10 the Contractors-Carpenters Grievance and Arbitration Trust, and the Contract
11 Administration Trust for Carpenter-Management Relations, were and are express
12 trusts which exist pursuant to section 302 of the LMRA, 29 U.S.C. §186.

13 8. At all relevant times the Carpenters-Contractors Cooperation
14 Committee ("CCCC"), was and is a non-profit California corporation which exists
15 pursuant to section 5(b) of the Labor Management Cooperation Act of 1978, 92
16 Stat. 2020 (1978), for the purposes set forth in section 302(c)(9) of LMRA, 29
17 U.S.C. § 186(c)(9).

18 9. CSAC is the administrator of Southwest Carpenters Health and
19 Welfare Trust, Southwest Carpenters Pension Trust, Southwest Carpenters Vacation
20 Trust, and Southwest Carpenters Training Fund, and assignee of the Construction
21 Industry Advancement Fund of Southern California, the Residential Housing
22 Contract Administration Trust Fund, the Contractors-Carpenters Grievance and
23 Arbitration Trust, the Contract Administration Trust for Carpenter-Management
24 Relations, and the Carpenters-Contractors Cooperation Committee (collectively, the
25 "PLANS"), and as such is a plan fiduciary within the meaning of section 3 of
26 ERISA, 29 U.S.C. §1002.

27 10. The duly authorized and acting trustees or directors of each of the
28 PLANS have also assigned to CSAC all their right, title and interest in and to any

1 and all amounts due and owing to the respective PLANS by the employer as herein
2 alleged.

3 11. Southwest Regional Council of Carpenters and its affiliated local
4 unions ("UNIONS") affiliated with United Brotherhood of Carpenters and Joiners
5 of America, are labor organizations that are a party to the collective bargaining
6 agreements involved.

7 12. At all relevant times employer, NO SUNG PAK, individually and
8 doing business as PAK'S CABINET, a sole ownership, also known as PAK'S
9 CABINETS, and DOES 1 through 5 ("EMPLOYER"), was and is an individual and
10 a contractor engaged in the construction industry within the jurisdiction of the
11 relevant UNIONS.

12 13. At all relevant times, AMERICAN CONTRACTORS INDEMNITY
13 COMPANY, a California corporation, and DOES 6 through 10 ("AMERICAN
14 CONTRACTORS") is a California corporation authorized under the laws of the
15 State of California to act as a surety

16 **FIRST CLAIM FOR RELIEF**

17 **(DAMAGES FOR FAILURE TO PAY FRINGE BENEFIT**

18 **CONTRIBUTIONS AGAINST NO SUNG PAK, INDIVIDUALLY**

19 **AND DOING BUSINESS AS PAK'S CABINET, A SOLE**

20 **OWNERSHIP, ALSO KNOWN AS PAK'S CABINETS;**

21 **and DOES 1 THROUGH 5; ("EMPLOYER"))**

22 14. On or about the date set forth thereon, EMPLOYER made,
23 executed and delivered to the UNION, a Carpenters Memorandum Agreement,
24 dated February 7, 2011 ("MEMORANDUM AGREEMENTS"). A true and correct
25 copy is attached hereto, marked respectively as Exhibit "1" and incorporated herein
26 by reference.

27 15. The MEMORANDUM AGREEMENT binds EMPLOYER to the
28 terms and conditions of the Master Labor Agreement between the United General

1 Contractors Association, Inc., and the Southwest Regional Council of Carpenters,
2 and the United Brotherhood of Carpenters and Joiners of America, and the
3 UNIONS, dated July 1, 2006, as well as the appropriate Master Agreements
4 covering the States of Colorado, Nevada, Utah, New Mexico and Arizona, and any
5 renewals or subsequent Master Labor Agreements, and the PLANS' agreements and
6 any amendments, modifications, extensions, supplementations or renewals of the
7 PLANS' agreements (collectively referred to as "AGREEMENT"). The PLANS are
8 third party beneficiaries of the MEMORANDUM AGREEMENTS and Master
9 Labor Agreements.

10 16. The Master Labor Agreement binds EMPLOYER to any renewals or
11 subsequent applicable Master Labor Agreements and the PLANS' AGREEMENTS
12 (collectively, the "AGREEMENTS").

13 17. The AGREEMENTS require EMPLOYER to pay fringe benefit
14 contributions at the rates set forth therein for every hour worked by employees
15 performing services covered by the AGREEMENTS, and on account of all
16 compensation paid to employees performing services covered by the
17 AGREEMENTS.

18 18. The AGREEMENTS require EMPLOYER to make the fringe benefit
19 contributions by way of Employers Monthly Reports ("REPORTS") to the PLANS
20 at their place of business in Los Angeles, California, on or before the 25th day of
21 each month following the month during which the hours for which contributions are
22 due were worked or paid. Further, the AGREEMENTS specifically provide that the
23 venue of an action to recover delinquent fringe benefit contributions shall be in the
24 County of Los Angeles.

25 19. In acknowledging both that the regular and prompt payment of
26 employer contributions is essential to the maintenance of the PLANS, and the
27 extreme difficulty, if not impracticability, of fixing the actual expense and damage
28 to the PLANS when such monthly contributions are not paid when due, the

1 AGREEMENTS provide that the amount of contractual damages to the PLANS
2 resulting from a failure to pay contributions when due shall be presumed to be the
3 sum of \$30.00 per delinquency or 10 percent of the amount of the contributions
4 due, whichever is greater. This amount shall become due and payable to the CSAC
5 as liquidated damages in addition to the unpaid contributions or contributions paid
6 late.

7 20. EMPLOYER engaged workers who performed services covered by the
8 AGREEMENTS and who performed labor on works of construction within the
9 jurisdiction of the PLANS' AGREEMENTS undertaken by EMPLOYER during the
10 term of the PLANS' AGREEMENTS.

11 21. EMPLOYER has failed to pay the fringe benefit contributions in the
12 manner prescribed by the AGREEMENTS, and there is now due and owing the
13 PLANS from EMPLOYER the amounts set forth in Exhibit "2."

14 22. The AGREEMENTS require EMPLOYER to pay for the expense of
15 auditing EMPLOYER's business records if an audit by the PLANS indicates that
16 EMPLOYER failed to report and pay all contributions.

17 23. As a result of the failure to pay fringe benefit contributions in the
18 manner prescribed by the AGREEMENTS, EMPLOYER is liable for interest on the
19 unpaid contributions from the first of the month following the date due, at the rate
20 prescribed by the AGREEMENTS.

21 24. The PLANS have conducted an Audit as set forth in Exhibit "3", which
22 indicate that EMPLOYER failed to report and pay all contributions owed during
23 this time period. A true and correct copy of Audit Invoice No. 20018 (social
24 security numbers redacted) is attached as Exhibit "3".

25 25. As a result of the failure to pay fringe benefit contributions in the
26 manner prescribed by the AGREEMENTS, EMPLOYER is liable for an amount
27 equal to the greater of interest on the unpaid contributions as prescribed by section
28 6621 of the Internal Revenue Code of 1954, 26 U.S.C. §6621, or liquidated

1 damages provided for under the AGREEMENTS.

2 26. It has been necessary for PLAINTIFFS to engage counsel to bring this
3 action to recover the delinquent fringe benefit contributions. Pursuant to the
4 AGREEMENTS and section 502(g)(2) of ERISA, 29 U.S.C. §1132(g)(2),
5 EMPLOYER is liable for reasonable attorneys' fees incurred in litigating this
6 matter.

7 27. The PLANS have complied with all conditions precedent.

8 28. CSAC has, concurrently with the filing of this complaint, served a
9 copy of same upon the Secretary of Labor and Secretary of the Treasury.

10 **SECOND CLAIM FOR RELIEF**

11 **(DAMAGES FOR FAILURE TO PAY CONTRACTOR'S**
12 **LICENSE BOND AGAINST AMERICAN CONTRACTORS**
13 **INDEMNITY COMPANY; and DOES 6 THROUGH 10**
14 **("AMERICAN CONTRACTORS")**

15 29. PLAINTIFFS reallege and incorporate herein by reference each and
16 every allegation contained in paragraphs 1 through 28 of its First Claim for Relief
17 and allege for a Second Claim for Relief against AMERICAN CONTRACTORS,
18 for failure to pay contractor's license bond.

19 30. At all times herein mentioned, AMERICAN CONTRACTORS was,
20 and now is, a corporation duly authorized under the laws of the State of California
21 and is purportedly authorized to transact a surety business in the State of California.

22 31. On or about March 2, 2009, AMERICAN CONTRACTORS issued to
23 EMPLOYER, contractor's license bond, Bond Number SC6317519 in the penal
24 sums of \$12,500.00.

25 32. The bond was issued, inter alia, for the benefit of an express trust fund
26 established pursuant to a collective bargaining agreement to which an employer is
27 obligated to make fringe benefit payments.

28 33. The PLANS were, and are now, express trust funds within the meaning

1 of the contractors' license law of the State of California.

2 34. Because EMPLOYER has breached its primary obligation by failing to
3 pay fringe benefit contributions, AMERICAN CONTRACTORS is liable for that
4 obligation to the maximum allowable by law.

5 35. Despite a claim for payment by PLAINTIFFS, AMERICAN
6 CONTRACTORS has failed to pay.

7 WHEREFORE, PLAINTIFFS pray for judgment as follows:

8 **FOR PLAINTIFFS' FIRST CLAIM FOR RELIEF**
9 **(DAMAGES FOR FAILURE TO PAY FRINGE BENEFIT**
10 **CONTRIBUTIONS AGAINST EMPLOYER)**

- 11 1. For contributions in the sum of \$43,911.45;
12 2. For interest and liquidated damages, as provided in the AGREEMENTS;
13 3. For a statutory amount equal to the greater of the interest on unpaid
14 contributions which were owing as of the time of the filing of the complaint herein
15 (at the rate prescribed by law), or liquidated damages as provided in the
16 AGREEMENTS, in an amount to be determined.

17 **FOR PLAINTIFFS' SECOND CLAIM FOR RELIEF**
18 **(DAMAGES FOR FAILURE TO PAY CONTRACTOR'S LICENSE**
19 **BOND AGAINST AMERICAN CONTRACTORS)**

- 20 1. For unpaid contributions in the sum of \$12,500.00 or the maximum allowed
21 on the bonds, whichever is greater;
22 2. For interest on the unpaid contributions at the rate prescribed by law.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

AS TO ALL OF PLAINTIFFS' CLAIMS FOR RELIEF:

1. For reasonable attorneys' fees;
2. For costs of this action;
3. For further contributions according to proof; and
4. For such other and further relief as the court deems proper.

Dated: October 1, 2013

DeCARLO & SHANLEY,
a Professional Corporation

By: 

JODI SIEGNER

Attorneys for Plaintiffs, CARPENTERS
SOUTHWEST ADMINISTRATIVE
CORPORATION and BOARD OF
TRUSTEES FOR THE CARPENTERS
SOUTHWEST TRUSTS

**CARPENTERS MEMORANDUM AGREEMENT
2006-2012**

It is agreed between the undersigned, ("Contractor"), and the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America in the 12 Southern California Counties, namely, Los Angeles, Orange, San Diego, San Bernardino, Riverside, Imperial, Ventura, Santa Barbara, San Luis Obispo, Kern, Inyo and Mono, the State of Colorado, the State of Nevada, the State of Utah, the State of New Mexico and the State of Arizona, ("Carpenters' Union"), in consideration of services performed and to be performed by Carpenters for the Contractor, as follows:

1. The Contractor agrees to comply with all the terms, including wages, hours, and working conditions and rules as set forth in the Agreement referred to as the Southern California Carpenters Master Labor Agreement between United General Contractors Association, Inc. (hereinafter the "Association") and the Southwest Regional Council of Carpenters and its affiliated Local Unions, United Brotherhood of Carpenters and Joiners of America, dated July 1, 2006, as well as the appropriate Master Agreements covering the States of Colorado, Nevada, Utah, New Mexico and Arizona, and any extensions, renewals or subsequent Master Labor Agreements, and the Agreements establishing: (1) the Southwest Carpenters Pension Trust, dated September 14, 1959; (2) the Southwest Carpenters Health & Welfare Trust, dated February 8, 1956; (3) the Southwest Carpenters Training Fund, dated May 1, 1960; (4) the Southwest Carpenters Vacation Trust, dated April 1, 1962; (5) the Contract Administration Trust Fund for Carpenters-Management Relations, dated October 1, 1986; (6) the Construction Industry Cooperation Committee, dated October 1, 1986; (7) the Acoustical Industry Advancement Fund; (8) the Carpenters Industry Advancement Fund of Southern California, dated September 19, 1972; and (9) the Independent Contractors Grievance and Arbitration Trust, dated September 1, 1980; (10) the Southern Nevada Carpenters Annuity Fund; (hereafter collectively referred to as the "Carpenters Trust Funds") and any amendments, modifications, extensions and renewals of such Agreements and the Trust Agreements and any agreements establishing other benefits or plans negotiated by the Carpenters' Unions and the Contractor Association signatory to such Master Labor Agreement. Except as specifically excluded by this Memorandum Agreement, such Master Labor Agreements and Trust Agreements are specifically incorporated by reference and made a part of this Memorandum Agreement.

2. The Contractor agrees to pay the Carpenters Trust Funds the sums in the amounts and manner provided for in the Master Labor Agreement and further agrees to be bound by the Trust Agreements and all amendments, modifications, extensions and renewals thereto. The Contractor agrees to make a contribution to the Carpenters' International Training Fund and to the UBC Labor Management Education and Development Fund, as allocated by the Union from negotiated wage increases. These contributions will be collected with the existing contributions to the Carpenters Health & Welfare Trust, the Carpenters Apprenticeship Trust and/or the Carpenters Contractors Cooperation Committee, or other Carpenter funds, as allocated by the Union. The Employer agrees to be bound to the Agreements and Declarations of Trust for the

International Funds as they exist and as they may be amended or restated, and to such rules and regulations as adopted by the Trusts. Upon request the employer may receive the latest annual report prepared for the Funds.

3. The Contractor agrees that he does irrevocably designate and appoint the Employers mentioned in the Agreements establishing the various Carpenters Trust Funds along with representatives designated by the United General Contractors, Inc. and the Association as his attorney-in-fact, for the selection, removal and substitution of Trustees or Directors as provided by or pursuant to the Master Labor Agreement and Trust Agreements and By-Laws.

4. The parties agree that the provisions of paragraphs 114 and 116 and 601.6 and the provisions relating to Existing and Other Agreements (Article XII) of the Master Labor Agreement will be excluded from this Memorandum Agreement and will not be binding upon the Contractor or the Carpenters' Unions.

5. There has been established under this Agreement and the Master Labor Agreement, an Independent Contractors Grievance and Arbitration Trust. The Contractor and the Carpenters Union agree to submit all disputes, including jurisdictional disputes, concerning the interpretation or application of this Agreement and the Master Labor Agreement to arbitration under this Section 5, and the Contractor and the Carpenters Union agree that during the pendency of the grievance and arbitration procedure, the Carpenters' Unions will not strike or withdraw services and the Contractor will not engage in a lockout; provided, however, the Carpenters Union shall have the right to engage in a strike or withdrawal of services and the Contractor may engage in a lockout on a claimed violation of this Agreement or the Master Labor Agreement relating to the payment of wages or contributions to any Trust Fund referred to in this Agreement or failure to comply with a final and binding arbitration award, except as to any provision or arbitration award on subcontracting.

6. The Contractor agrees that in the event the Contractor contracts or subcontracts any carpenter's work, and in the event that such subcontractor fails to pay the wages or the fringe benefits provided under the Agreements between the subcontractor and the Carpenters' Unions, then the Contractor will become liable for the payment of such sums incurred by the subcontractor, and such sums will immediately become due and payable by the Contractor. Such payments will be measured by the hours worked or paid for by the employees of the subcontractor. The Trustees of the Trust Funds referred to in the Master Labor Agreement and this Memorandum Agreement are expressly made third party beneficiaries of the Contractors' promise to make such payments. The Trustees of the Trust Fund referred to in the Master Labor Agreement and this Memorandum Agreement, will have the right to require any Contractor that is a party to this Memorandum Agreement, to post a cash or surety bond in an amount sufficient to safeguard the payment of Trust Fund Contributions that are required to be paid to the Trust Funds in accordance with the Master Labor Agreement.

7. Except as specifically excluded by this Memorandum Agreement, the Carpenters Union and the Contractor agree to abide by all the terms and conditions of the Master Labor Agreement and Trust Agreements and any amendments, modifications, changes, extensions and renewals, including changes in wages, benefits, term, coverage, geographic scope or any other changes to such agreements.

8. Preservation of Unit Work:

(a) In order to protect and preserve, for the employees covered by this Agreement, all work heretofore performed by them, and in order to prevent any device or subterfuge to avoid the protection and preservation of such work, it is hereby agreed as follows: If and when the Contractor performs any on-site construction work of the type covered by this Agreement, under its own name or under the name of another, as a corporation, company, partnership, or any other business entity, including a joint venture, wherein the Contractor (including its officers, directors, owners, partners or stockholders) exercises either directly or indirectly (such as through family members) ownership, management or control, the terms and conditions of this Agreement will be applicable to all such work.

(b) All charges of violations of Subsection (a) of this paragraph, will be considered as a dispute under this Agreement and will be processed in accordance with the procedures for the handling of grievances and the final binding resolution of disputes, as provided in this Agreement. As a remedy for violations of this paragraph the arbitrator is empowered at the request of the Carpenters Union, to require an employer to (1) pay to affected employees covered by this Agreement, including registered applicants for employment, the equivalent of wages lost by such employees as a result of the violations, and (2) pay into the affected joint trust funds established under this Agreement any delinquent contributions to such funds which have resulted from the violations. Provisions for this remedy does not make such remedy the exclusive remedy available to the Carpenters Union for violations of this paragraph; nor does it make the same of other remedies unavailable to the Carpenters Union for violation of this paragraph.

(c) If, as a result of violations of this paragraph 8, it is necessary for the Carpenters Union and/or the trustees of the joint trust funds to institute court action to enforce an award rendered in accordance with subsection (b), or to defend an action which seeks to vacate such award, the Contractor will pay any accountants' and attorneys' fees incurred by the Carpenters Union and/or fund trustees, plus cost of the litigation, which have resulted from the bringing of such court action.

(d) If this paragraph 8 is declared to be unlawful, the parties will negotiate similar language that will give the Carpenters Union equivalent protection.

9. The Contractor and the Carpenters Union expressly acknowledge that on the Contractor's current jobsite work, the Carpenters Union has the support of a majority of the employees performing work covered by this Agreement. The Union has demanded and

the Contractor has recognized the Carpenters Union as the majority representative of its employees performing work covered by this Agreement. It is also acknowledged that the Union has provided, or has offered to provide, evidence of its status as the majority representative of the Contractor's employees. By this acknowledgment the parties intend to and are establishing a collective bargaining relationship under Section 9 of the National Labor Relations Act of 1947, as amended. The bargaining unit established by this Agreement and the Master Labor Agreement is accepted by the parties as an appropriate unit for collective bargaining purposes.

10. Each individual Employer signatory hereto specifically waives any right that he or it may have to terminate, abrogate, repudiate or cancel this Agreement during its term or during the term of any future modifications, changes, amendments, supplements, extensions, or renewals of or to said Master Labor Agreement, or to file any petition before the National Labor Relations Board seeking to accomplish such termination, abrogation, cancellation or repudiation or to file a petition seeking clarification or redefinition of the bargaining unit covered by this Agreement.

11. Notwithstanding any provision of the Master Labor Agreement or this Agreement, the individual employer agrees that upon a showing by the Union or any of its affiliates a majority of the individual employer's shop employees, if any, have designated the Union and/or any of its affiliates as their representative for collective bargaining purposes, the individual employer shall recognize the Union and/or its affiliates as the collective bargaining representative of its shop employees and shall forthwith comply with all wages, hours, terms and conditions of the then current Store Fixture Agreement for the term thereof. Proof of such majority representation shall be established by the submission of authorization cards to a neutral third person who shall compare the signatures with appropriate employer records. The individual employer shall fully cooperate in such review upon demand by the Union or any of its affiliates.

12. The Contractor agrees that in the event it performs any work within the jurisdiction of the United Brotherhood of Carpenters in the geographical jurisdiction of the Southwestern Regional Council of Carpenters (State of Arizona, State of Nevada, State of New Mexico, State of Utah, 12 Southern California Counties) the Contractor shall perform all such work pursuant to the appropriate Carpenters Master Agreement for that area, including but not limited to the hiring hall and subcontracting requirements contained in said Agreements.

13. This Memorandum Agreement shall remain in full force and effect for the period of the term of the Carpenters Master Labor Agreement between United General Contractors Association, Inc. (hereinafter the "Association") and the Southwest Regional Council of Carpenters, United Brotherhood of Carpenters and Joiners of America, dated July 1, 2006, and for the term of any successor Master Labor Agreement(s) and does hereby authorize the Association to represent the Contractor, unless either party shall give written notice by registered or certified mail to the other of desire to change or cancel this Memorandum Agreement at least sixty (60) days, but no earlier than ninety (90) days prior

to June 30, 2012, or if such notice is not given, than at least sixty (60) days, but no earlier than ninety (90) days prior to the termination date of a successor Master Labor Agreement. All notices given by the Carpenters Union to the signatory Contractor Association to the Master Labor Agreement shall constitute sufficient notice to the Contractor by the Carpenters' Unions; provided, however, that a notice to the Contractor Association by either party shall not constitute sufficient notice of such intent not to be bound by a new Agreement or renewal or extension of the Master Labor Agreement and Trust Agreements.

Dated Feb 7/2011

CONTRACTOR:

PAK'S Cabinet C-6532553
Firm Name (Print Exactly as Listed with State License Board) State License No.

By: [Signature] NOSUNG PAK OWNER
(Signature of Contractor) (Print name and title of person signing)

13156 SATICOY ST. NO. HOLLYWOOD. CA. 91605
Address City, State, Zip

323-873-5665 818.759-7879 9
Phone Number Fax Number e-mail address No. of Employees

Specific type of work you perform with your OWN work force:

Cabinet/Installation

General Contractor _____ Subcontractor ✓ Both _____

SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
MIKE McCARRON, Executive Secretary

BY: [Signature] Danny Garcia
Signature of Authorized Union Representative Print Name and Local No.
Marroa0802010
07-01-10

PAK'S CABINETS
License #532553 (as of 08/13/2013)

CONTRIBUTIONS

	REF #	H&W	PEN	VAC	DUES	APP	IND	GRV	CACM	CCCC	Total
Delinquencies											
2/11- 3/12 REG	20018	\$ 16,212.35	\$ 12,678.38	\$ 7,510.36	\$ 4,759.04	\$ 1,561.56	\$ 223.08	\$ 111.54	\$ 74.36	\$ 780.78	\$ 43,911.45
TOTAL C's		\$ 16,212.35	\$ 12,678.38	\$ 7,510.36	\$ 4,759.04	\$ 1,561.56	\$ 223.08	\$ 111.54	\$ 74.36	\$ 780.78	\$ 43,911.45

LIQUIDATED DAMAGES

	REF #	H&W	PEN	VAC	DUES	APP	IND	GRV	CACM	CCCC	Total
Delinquencies											
2/11- 3/12 REG	20018	\$ 1,621.24	\$ 1,267.84	\$ 1,226.94		\$ 156.16					\$ 4,272.18
7/11 REG	2167	\$ 42.06	\$ 30.51	\$ 18.07	\$ 11.45	\$ 5.00					\$ 107.09
8/11 REG	4435	\$ 36.42	\$ 26.42	\$ 15.65	\$ 9.92	\$ 5.00					\$ 93.41
TOTAL LDs		\$ 1,699.72	\$ 1,324.77	\$ 1,260.66	\$ 21.37	\$ 166.16					\$ 4,472.68

AUDIT FEES, INTEREST and BANK CHARGES

	REF #	H&W	PEN	VAC	DUES	APP	IND	GRV	CACM	CCCC	Total
Delinquencies											
2/11- 3/12 REG	20018	\$ 776.00	\$ 776.00	\$ 776.00							\$ 2,328.00
TOTAL FEES		\$ 776.00	\$ 776.00	\$ 776.00							\$ 2,328.00

	REF #	H&W	PEN	VAC	DUES	APP	IND	GRV	CACM	CCCC	Total
Delinquencies											
2/11 *** Interest		\$ 72.41	\$ 91.31	\$ 20.22	\$ 18.55						\$ 202.49
2/11- 3/12 REG	20018	\$ 707.61	\$ 585.37	\$ 120.52							\$ 1,413.50
2/11 REG *** Interest		\$ (72.41)	\$ (91.31)	\$ (20.22)	\$ (18.55)						\$ (202.49)
3/11 *** Interest		\$ 100.46	\$ 118.05	\$ 28.85	\$ 25.03	\$ 1.45					\$ 273.84
3/11 REG *** Interest		\$ (100.46)	\$ (118.05)	\$ (28.85)	\$ (25.03)	\$ (1.45)					\$ (273.84)
4/11 *** Interest		\$ 74.08	\$ 86.18	\$ 19.31	\$ 15.08	\$ 0.80					\$ 195.45
4/11 REG *** Interest		\$ (74.08)	\$ (86.18)	\$ (19.31)	\$ (15.08)	\$ (0.80)					\$ (195.45)
TOTAL Interest		\$ 707.61	\$ 585.37	\$ 120.52							\$ 1,413.50

GRAND TOTAL		\$ 19,395.68	\$ 15,364.52	\$ 9,667.54	\$ 4,780.41	\$ 1,727.72	\$ 223.08	\$ 111.54	\$ 74.36	\$ 780.78	\$ 52,125.63
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EXHIBIT NO.

PAGE NO.

15-2

SOUTHWEST CARPENTERS TRUSTS

533 South Fremont Avenue * Los Angeles, California 90071-1706

AUDIT INVOICE**REVISED**

Date 05/21/12
 Employer Name Pak's Cabinets
 Audit Period: 02/07/11 thru 03/31/12

Hours Due 3718.00
 Audit No. 20018
 Lic. No. 532553
 Auditor YDuke/S.Avnaim

CARPENTERS' HEALTH & WELFARE TRUST

Contributions Due \$ 16,212.35
 Liquidated Damages 1,621.24
 Total Audit Findings for Health & Welfare Trust \$ 17,833.59

CARPENTERS' PENSION TRUST

Contributions Due \$ 12,678.38
 Liquidated Damages 1,267.84
 Total Audit Findings for Pension Trust \$ 13,946.22

CARPENTERS' VACATION PLAN

Contributions Due \$ 7,510.36
 Liquidated Damages (Vacation and Supplemental Dues) 1,226.94
 Total Audit Findings for Vacation Plan \$ 8,737.30

CARPENTERS' SUPPLEMENTAL DUES

Contributions Due \$ 4,759.04
 Total Audit Findings for Dues \$ 4,759.04

CARPENTERS' APPRENTICESHIP FUND

Contributions Due \$ 1,561.56
 Liquidated Damages 156.16
 Total Audit Findings for Apprenticeship Fund \$ 1,717.72

CONSTRUCTION INDUSTRY ADVANCEMENT FUND\$ 223.08**INDEPENDENT CONTRACTORS GRIEVANCE AND ARBITRATION FUND**\$ 111.54**CONTRACT ADMINISTRATION TRUST FUND FOR****CARPENTERS-MANAGEMENT RELATIONS**\$ 74.36**CARPENTERS CONTRACTORS COOPERATION COMMITTEE**\$ 780.78**ACOUSTICAL INDUSTRY ADVANCEMENT FUND**\$ 0.00**CONTRACTORS RESIDENTIAL INDUSTRY FUND**\$ 0.00**CARPENTERS-CONTRACTORS WORKERS' COMPENSATION FUND**\$ 0.00

AUDIT FEES: H & W 776.00 PENSION 776.00 VACATION 776.00 \$ 2,328.00

TOTAL AUDIT FINDINGS FOR ALL TRUSTS \$ 50,511.63INTEREST CHARGES \$ 1,413.50AUDIT SUB-TOTAL \$ 51,925.13UNPAID REPORTS/SHORTAGES: 2/2011, 3/2011 AND 4/2011 \$ 3,618.12BAD CHECKS \$ 0.00PREVIOUSLY ASSESSED LIQUIDATED DAMAGES/ INTEREST: \$ 1,991.15TOTAL AMOUNT DUE \$ 57,534.40EXHIBIT NO. 3PAGE NO. 16

AUDIT REPORT

AUDIT NO. 20018
FROM 02/07/11
THRU 03/31/12
Page 1
Pages 5

Pak's Cabinets
13156 Saticoy Street
North Hollywood, CA 91605
Lic #532553

A = Actual Hours
 R = Reported Hours
 C = Claimed Hours

NAME	Journeyman	YEAR	2011	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	PAYROLL HOURS	OTHER HOURS
Barron, Ignacio																	
	A			113	67	57	63	68	68	75	87	38		23			
	R			67	38	38	48	0	0	48	31	0		0			
	C			46	19	19	35	66	66	26	56	39		23		310	
Garcia, Matias																	
	A			84	64	108.5	78	8	51	60	29	16			12		
	R			23	23	61.5	44	0	0	44	0	0			0		
	C			41	41	45	32	8	31	16	28	19			12		
Groront, Agustín																	
	A			133	133	104	100	104	104	88	108.50	98		23		230	
	R			89	89	35	81	32	32	44	48.00	0		0			
	C			64	64	69	39	72	72	39	62	39		23		407	
Garcilla, Ulises																	
	A			82	82					21					12		
	R			28	28					0					0		
	C			27	27					21					12		
Ju, Tae-In																	
	A			69	69			29	83.50			0			12		
	R			5	5			22	25.50			0			0		
	C			61	61			7	8			8			12		
Luna, Jose																	
	A			85	85	89	90	47	47	17	22	10					
	R			27	27	43	39	0	0	0	0	0					
	C			38	38	20	14	47	47	17	22	10				168	
Mancera, Ruben																	
	A						68										
	R						44										
	C						24									24	
Marquez, Francisco																	
	A			33	33	40	27										
	R			0	0	8	0										
	C			33	33	32	27									83	
Total hours this page				300	300	188	171	15	224	119	168	116		46	36	1377	
SUMMARY																	
HAWK					PENSION		VAO	DUES	APPR	ADV	GRIEV	CACM	CODG				
TOTAL HOURS ALL PAGES				3,718.00		3,718.00	3,718.00	3,718.00	3,718.00	3,718.00	3,718.00	3,718.00	3,718.00				
TOTAL AMOUNT DUE																	
OFFICE USE																	

EXHIBIT NO.

PAGE NO. 17

CONTINUATION SHEET OF AUDIT REPORT

Pak's Cabinets
13164 Saticoy Street
North Hollywood, CA 91605

Lic #532553

A = Actual Hours
R = Reported Hours
C = Claimed Hours

Page 2 of 6 Pages																
Journeyman		YEAR 2011	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	PAYROLL HOURS	OTHER HOURS
NAME Soc. Sec. No. Medina, Jose	A		31	62.60				39								
	R		0	34.80				0								
	C		31	28				39							98	
Partida, Francisco	A		64	33				21	15							
	R		62	18				0	0							
	C		2	17				21	15						55	
Ruelas, Jesus	A			40	21			29	11							
	R			30	6			0	0							
	C			10	13			29	11						63	
	A															
	R															
	C															
	A															
	R															
	C															
	A															
	R															
	C															
	A															
	R															
	C															
	A															
	R															
	C															
Total hours this page			33	55	13			89	26						216	

EXHIBIT NO. 3

PAGE NO. 18

CONTINUATION SHEET OF AUDIT REPORT

Pak's Cabinets
13155 Saticoy Street
North Hollywood, CA 91605

Lic #532553

A = Actual Hours
R = Reported Hours
C = Claimed Hours

Journeyman		Page 3 of 5 Pages													
NAME	YEAR 2012	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	PAYROLL HOURS	OTHER HOURS
Groront, Agustin	A			17											
	R			0											
	C			17										17	
Garcia, Matias	A			11											
	R			0											
	C			11										11	
Ju, Tae-In	A			28											
	R			0											
	C			28										28	
	A														
	R														
	C														
	A														
	R														
	C														
	A														
	R														
	C														
	A														
	R														
	C														
Total hours this page				56										56	

EXHIBIT NO. 3

PAGE NO. 19

CONTINUATION SHEET OF AUDIT REPORT

Pak's Cabinets
13155 Saticoy Street
North Hollywood, CA 91605

Lic #532553

NOTE: LABOR FOR THESE JOBS WAS CLAIMED AT 25%, THAT PERCENTAGE WAS DIVIDED BY
C = Claimed Hours THE APPROPRIATE CARPENTERS WAGE RATE OF 37.35.

NAME	YEAR 2011	Page 4 of 5 Pages												PAYROLL HOURS	OTHER HOURS
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC		
Private jobs:	A														
16530 Ventura Blvd	R														
#100	C			227											227
700 S. Flower T/I	A														
	R														
	C			336											336
695 S. Vermont #5th	A														
	R														
	C			35											35
12840 Riverside	A														
Dental Office	R								224						224
	C														
4500 Pacific Coast Highway	A														
#500	R														
	C									221					221
9210 Colima, Whittier	A														
	R														
	C									89					89
811 Wilshire #9th bathroom	A														
	R														
	C									14					14
3450 Wilshire #900	A														
	R														
	C									207					207
To do three clue breakroom	A														
	R														
	C										13				13
Total hours this page				598					224	531	13				1386

PAGE NO.

20

EXHIBIT NO.

63

CONTINUATION SHEET OF AUDIT REPORT

Pak's Cabinets
13166 Saticoy Street
North Hollywood, CA 91605

Lic #532553

NOTE: LABOR FOR THESE JOBS WAS CLAIMED AT 25%, THAT PERCENTAGE WAS
DIVIDED BY THE APPROPRIATE CARPENTERS WAGE RATE OF 37.35.

C = Claimed Hours

Pages

5 of 5

NAME	YEAR	2011	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	PAYROLL HOURS	OTHER HOURS
US Citizenship & Immigration Services.		A														
		R														
		C											703			703
		A														
		R														
		C														
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Name & Address:

Jodi Siegner, Bar #102884
 Joshua Klugman, Bar #236905
 DeCarlo & Shanley, a Professional Corporation
 533 S. Fremont Avenue, Ninth Floor
 Los Angeles, CA 90071-1706
 Phone:213-488-4100 & Fax:213-488-4180

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Carpenters Southwest Administrative Corporation, a California non-profit corporation; and Board of Trustees for the Carpenters Southwest Trusts,

PLAINTIFF(S)

v.
 No Sung Pak, individually and doing business as Pak's Cabinet, a sole ownership, also known as Pak's Cabinets; American Contractors Indemnity Company, a California corporation; and DOES 1 through 10, inclusive,

DEFENDANT(S).

CASE NUMBER

CV 13-07300

JEM

SUMMONS

TO: DEFENDANT(S): No Sung Pak, individually and doing business as Pak's Cabinet, a sole ownership, also known as Pak's Cabinets; American Contractors Indemnity Company, a California corporation; and Does 1 through 10
 A lawsuit has been filed against you.

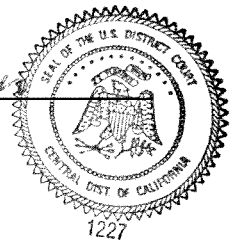
Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Jodi Siegner and Joshua Klugman, whose address is 533 S. Fremont Avenue, Ninth Floor, Los Angeles, CA 90071-1706. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Clerk, U.S. District Court

OCT - 2 2013
 Dated: _____

By: Manly Dau
 Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

Name & Address:

Jodi Siegner, Bar #102884
 Joshua Klugman, Bar #236905
 DeCarlo & Shanley, a Professional Corporation
 533 S. Fremont Avenue, Ninth Floor
 Los Angeles, CA 90071-1706
 Phone:213-488-4100 & Fax:213-488-4180

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

Carpenters Southwest Administrative
 Corporation, a California non-profit
 corporation; and Board of Trustees for the
 Carpenters Southwest Trusts,

PLAINTIFF(S)

v.
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 as Pak's Cabinet, a sole ownership, also
 known as Pak's Cabinets; American
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 inclusive,

DEFENDANT(S).

CASE NUMBER

CV13-07300

JEM

SUMMONS

TO: DEFENDANT(S): No Sung Pak, individually and doing business as Pak's Cabinet, a sole
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☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer
 or motion must be served on the plaintiff's attorney, Jodi Siegner and Joshua Klugman, whose address is
 533 S. Fremont Avenue, Ninth Floor, Los Angeles, CA 90071-1706. If you fail to do so,
 judgment by default will be entered against you for the relief demanded in the complaint. You also must file
 your answer or motion with the court.

Clerk, U.S. District Court

Dated: OCT - 2 2013By: MARILYN DAVIS
Deputy Clerk

(Seal of the Court)



[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed
 60 days by Rule 12(a)(3)].

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself ☐)

Carpenters Southwest Administrative Corporation, a California non-profit corporation; and Board of Trustees for the Carpenters Southwest Trusts

DEFENDANTS

No Sung Pak, individually and doing business as Pak's Cabinet, a sole ownership, also known as Pak's Cabinets, etc., et al.,

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Jodi Siegner, #102884
Joshua Klugman, #236905
DeCarlo & Shanley, a Prof. Corporation
533 S. Fremont Ave., 9th Floor
Los Angeles, CA 90071-1706
Phone: 213-488-4100 & Fax: 213-488-4180

Attorneys (If Known)**II. BASIS OF JURISDICTION** (Place an X in one box only.)

☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant.)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. ORIGIN (Place an X in one box only.)

☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☐ Yes ☒ No

MONEY DEMANDED IN COMPLAINT: \$ 52,125.63

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)
 29 U.S.C. 1132 (Section 502 of the Employee Retirement Income Security Act, as amended.) This is a civil action to collect delinquent fringe benefit contributions due under the provisions of a collective bargaining agreement and for damages for failure to pay contractors license bond

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS	TORTS	PRISONER	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL PROPERTY	PETITIONS	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 Habeas Corpus	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 General	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Death Penalty	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 540 Mandamus/Other	<input checked="" type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 550 Civil Rights	PROPERTY RIGHTS
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	FORFEITURE / PENALTY	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 620 Other Food & Drug	SOCIAL SECURITY
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 891 Agricultural Act	REAL PROPERTY	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	IMMIGRATION	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 863 DIWC/DIWW (405(g))
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 465 Other Immigration Actions		<input type="checkbox"/> 690 Other	FEDERAL TAX SUITS
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: CV 13-07300

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER): Jodi Siegner Date October 1, 2013

Jodi Siegner, DECARLO & SHANLEY, Attorneys for Plaintiffs

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))